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REIN AASMAA, ANDRUS AASMAA,
GEORGE BERE, RAYMOND BLINDER,
JANICE BLINDER, MICHAEL BRUCE,
LORRAINE BRUCE, STEVEN
CASTELLUCCI, LINDA CASTELLUCCI,
JEFFREY CIFRODELLA, JENNIFER
CIFRODELLA, JOAN COCOZZIELLO,
JENNIFER ELLISON, ANDREAS EULIG,
DAVID GEORGE, MARLIS GEORGE,
RONALD GIRONDA, DIANE GIRONDA,
JAMES HAESSIG, BETH HAESSIG,
KATHLEEN JACQ, HUNTINGTON
JONES, SUSAN R. JONES, KAREN KATT,
JEFFREY KAUFMANN, RANDI
KAUFMANN, BONNIE MCGHEE, STEVEN
MONETTI, CATHERINE MONETTI,
JAMES MORLOCK, LOIS MORLOCK,
PAUL ODENWELDER, PATRICIA
ODENWELDER, JORGE RODRIGUEZ,
ANGELA RUSSO-EULIG, DAVID WIEN,
DAVID YOUNG, ROBIN YOUNG,
OVERTON YOUNG, ELLEN FOPPE,
DENNIS J. GARBINI, DIANE S. GARBINI,
JAMES T. GILL, MAURA GILL, PATRICK
STINSON AND CORRINE STINSON

Plaintiffs,

-v-

SUPERIOR COURT OF NEW JERSEY

CHANCERY DIVISION:
MORRIS COUNTY

Docket No. MRS-C-76-15

Civil Action

LAKE ARROWHEAD CLUB, INC.,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of April, 2017, by and between:

REIN AASMAA, ANDRUS AASMAA, RAYMOND BLINDER, JANICE BLINDER, MICHAEL BRUCE, LORRAINE BRUCE, STEVEN CASTELLUCCI, LINDA CASTELLUCCI, JEFFREY CIFRODELLA, JENNIFER CIFRODELLA, JOAN COCOZZIELLO, JENNIFER ELLISON, ANDREAS EULIG, DAVID GEORGE, MARLIS GEORGE, RONALD GIRONDA, DIANE GIRONDA, JAMES HAESSIG, BETH HAESSIG, KATHLEEN JACQ, HUNTINGTON JONES, SUSAN R. JONES, KAREN KATT, JEFFREY KAUFMANN, RANDI KAUFMANN, BONNIE MCGHEE, STEVEN MONETTI, CATHERINE MONETTI, JAMES MORLOCK, LOIS MORLOCK, PAUL ODENWELDER, PATRICIA ODENWELDER, JORGE RODRIGUEZ, ANGELA RUSSO-EULIG, DAVID WIEN, DAVID YOUNG, ROBIN YOUNG, OVERTON YOUNG, ELLEN FOPPE, DENNIS J. GARBINI, DIANE S. GARBINI, JAMES T. GILL, MAURA GILL, PATRICK STINSON AND CORRINE STINSON (hereinafter, the "Plaintiffs), and;

LAKE ARROWHEAD CLUB (hereinafter, the "LAC" and together with Plaintiffs, hereinafter "the Parties") with an address of: P.O. Box 450, Denville, New Jersey 07834;

WITNESSETH:

WHEREAS, an action entitled Rein Aasma et als. v. Lake Arrowhead Club was commenced in the Superior Court of New Jersey, Morris County, Chancery Division, bearing Docket No. MRS-L-76-15 (the "Action"); and

WHEREAS, the Action concerned amendments to the LAC By-Laws making the Plaintiffs "Easement Members" and assessing them for certain expenses of the LAC; and

WHEREAS, the Plaintiffs challenged the right to make them easement members, and challenged the amount of the assessments and other aspects of their relationship with the LAC; and

WHEREAS, the LAC brought a Counterclaim for payment of the assessments, along with interest and attorney fees; and

WHEREAS, during the pendency of the action Plaintiffs Lorraine Bruce and Bonnie McGhee became deceased; and their estates were properly substituted as parties; and

WHEREAS, these Parties desire to resolve these disputes; and

WHEREAS, in order to avoid the disruption and additional expense of further litigation, the Parties have agreed to settle their disputes as against each other;

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Plaintiff, each of them, within 30 days of the execution of this Settlement Agreement, shall pay to the LAC the sum of \$2,640.00 for each property. There shall be no late fees, interest and counsel fees. Checks shall be made payable to "Lake Arrowhead Club", and shall be sent to P.O. Box 450, Denville, New Jersey 07834. Plaintiffs and their counsel shall have no claim to attorney's fees or costs. David Wien moved before incurring all fees required above. Notwithstanding the above, therefore, the amount due from David Wien is \$1,950.00.
2. The LAC will use best efforts to enter into appropriate payment plans with anyone presenting a hardship.
3. Upon payment of the amounts agreed to in Paragraph 1 above in good and sufficient funds, the LAC shall, within 30 days of such payment clearing the bank, file a Satisfaction of Lien with the Clerk of the County of Morris.
4. Plaintiffs agree that as to any Plaintiff, should there come a time thereafter, when a Plaintiff fails to pay the assessment, the LAC will have the right to pursue collection action, including the filing of a lien against his/her property with the Morris County Clerk's Office. In the event of a sale of a property owned by a Plaintiff, if all assessments and charges have not been paid,

the subsequent owner shall be responsible for the debt, provided, however, that if a lien exists at the time of such sale, LAC has the right to receive full payment as part of such sale, unless otherwise agreed by LAC in its sole discretion.

5. Filed Termination of Easements must be withdrawn. Any Plaintiff who has filed a Termination of Easement will, within thirty (30) days, record a revocation of the Withdrawal of Easement Termination and Reinstatement of Easement with the Register of Deeds of Morris County for that home.
6. This Agreement or a summary hereof agreed-upon by the parties shall be recorded with respect to Plaintiff-owned property in the Lake Arrowhead geographic area with the Register of Deeds of Morris County, so that this Agreement (or said summary) shall be binding upon his/her/their successors in title and assigns.
7. Failure by any Plaintiff signing this agreement to pay the amount owed pursuant to Paragraph 1 above, within 30 days of the date of this Agreement (subject to Paragraph 2 above) shall be considered a material breach of this Agreement and the said Plaintiff hereby waives any and all defenses he/she may have had to non-payment of the amounts due under this Agreement. If any Plaintiff fails to pay the amount owed pursuant to Paragraph 1 above within 30 days of the date of the Agreement, that Plaintiff shall be liable for any reasonable legal fees and expenses incurred in enforcing this Agreement.
8. The Parties shall file a Stipulation of Dismissal with the Court as to all of Plaintiffs' claims and LAC counterclaims, with prejudice.
9. The Parties agree that payment of the above sum will result in a zero balance to each Plaintiff who pays, through December 31, 2017.
10. Commencing in 2018 and thereafter, by March 31, each year, Plaintiffs, their successors and assigns shall pay an easement assessment. In 2018 and 2019, the amount of the assessment shall, except as adjusted pursuant to Paragraph 14 herein, be \$345.00. In 2020, the assessment

shall be \$275.00, except that the Forest Section Plaintiffs, shall pay \$250.00. The Forest Section Plaintiffs are:

- a. Bruce and Janice Blinder, 8 Walnut Street, Denville, NJ;
- b. Jeffrey and Jennifer Cifrodella, 27 Woodland Avenue, Denville, NJ;
- c. David Young 9 Woodland Avenue, Denville, NJ;
- d. Overton Young, 9 Walnut Street, Denville, NJ;
- e. Joan and Joseph Littlefeather Coccoziello, 39 Woodland Avenue, Denville, NJ; and
- f. Dennis and Diane Garbini 10 Woodland Avenue, Denville, NJ.

11. Thereafter, in each year, the sum charged shall be increased or decreased by the consumer price index, New York-Northern New Jersey, or else the percentage budget increase based on the difference between the total dollars charged in the previous year and the total increase in dollars for the new year, for property taxes, insurance and lake maintenance only, whichever is greater divided by the approximately 239 easement holders. Notwithstanding the above, no easement fee or special assessment shall be charged to a Plaintiff in excess of the amounts charged to all easement holders, except for the differential paid by the Forest Section Plaintiffs, and in cases of settlement, hardship payment arrangements or the like.
12. The LAC shall be responsible for the proper care of the lakes (Lake Arrowhead, Great Bay, Bay of Deep Waters and Rt. 46 Pond), in accordance with a Lake Plan, adopted by the Board and updated annually, as conditions change and needs are assessed.
13. LAC will undertake a reserve study by a professional engineer with respect to the dam, sluiceways, and dam and sluiceway components, and shall establish a reserve fund as a measure to reduce the need for special assessments in the future. The study shall be updated every 7 years. The money to be placed in the reserve fund shall be kept in a separate account(s) and may be invested but in safe investments with no risk to the principal, such as certificates of deposit or money markets.

14. In the event, however, that it becomes necessary to have a special assessment for the care of the lakes, dam, sluiceways and dam and sluiceway components, LAC shall have the right to do so, provided, however, that no more than one such assessment shall be made each year, and that assessments shall be collected on a per property basis from every easement holder property.
15. Plaintiffs shall be permitted to rent and use the clubhouse when available and not in conflict with another person renting the clubhouse or an LAC event, on equal basis with those who are members of the LAC, first come, first served. LAC reserves the right to hold events that are only for their members. No Plaintiff shall be permitted to use the beach without joining the LAC as a full member. Plaintiffs shall be permitted to use the lakes, access ways to the lakes, and any LAC docks, for the purposes of boating and fishing. Plaintiffs shall be permitted to use Butterfly Field, (Lot 18, Block 50903), subject to right of the LAC to hold events at that field for their members from time to time, or to use it for any lake maintenance purpose. Use of LAC properties shall be subject to Rules and Regulations (as opposed to By-Laws) applicable to members and non-members alike. Plaintiffs with boat tags may leave their boats in the access way at 68 Lakewood Drive in accordance with Rules and Regulations, as opposed to By-Laws applicable to all easement holders. Use of any or all facilities shall require that the Plaintiff be paid in full as to all fees and charges.
16. Plaintiffs shall not be members of the LAC henceforward, unless they individually decide to join. LAC shall amend its By-Laws to eliminate Plaintiffs from membership. The parties understand that this process may take some time, but no greater than 6 months, but the parties also understand that Plaintiffs shall not be members commencing with the execution of this Agreement, unless they choose to join, and that the By-Law Amendments shall not be inconsistent with this Agreement. If there is a conflict between this Agreement and the amended By-Laws, this Agreement shall control.

17. Annually, commencing with the 15th of February, 2018, and by the same date each year, the LAC shall send to Plaintiffs:

- a. an invoice for the upcoming year's assessment;
- b. the budget for that year; and
- c. a budget to actual comparison for the prior year.
- d. the annual lake plan, which shall incorporate the reserve schedule, shall be made available on the web site of the LAC or made available by request.
- e. A list of any reserve funds spent in the preceding year, and the total amount in the reserve fund.

18. Any surplus easement assessments from the prior year shall be placed in the reserve fund, but in the event that the reserve fund reaches 150% of its required contribution, and no special projects are planned, the LAC shall consider making a refund or reducing the budget.

19. The Parties hereby knowingly, voluntarily, irrevocably, and unconditionally waive, release, relinquish, and forever discharge each other, their agents and employees and their respective executors, administrators, successors and assigns, from any and all claims, demands, rights, obligations, contracts, agreements, damages, controversies, suits, liabilities, actions, or causes of action of any kind or nature whatsoever in law or in equity, including specifically, but not limited to, claims of clouding of title, breach of fiduciary duty on the part of LAC's trustees, or for an accounting or as otherwise alleged in the above-captioned lawsuit, which they or its respective affiliates, subsidiaries, present and former officers, directors, agents and employees, executors, administrators, successors and assigns ever had, now have or may have against the other, whether known, unknown, suspected, or unsuspected for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Agreement relating to the action or the claims, cross-claims and/or counterclaims set forth in the Action except to the extent agreed to herein. Parties acknowledge that this Settlement

Agreement partially modifies the holding of the Court in the action styled **Unfair Share Lake Arrowhead 2010, Inc. v. Lake Arrowhead Club, Inc.**, Docket No. MRS-C-43-11, and agree that if there is a conflict between this Settlement Agreement and that holding, this Settlement Agreement shall control.

20. Plaintiffs and their counsel covenant and agree that the consideration set forth in Paragraph 1 of this Agreement includes and encompasses any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented Plaintiffs in this action or any other action as against LAC. Plaintiffs and their counsel shall have no claim for such fees and costs.
21. Arbitration. Any dispute in connection with this Agreement or any other disputes between LAC and any or all Plaintiffs, shall be determined in Arbitration, unless the parties agree to mediation as a preliminary measure to see if they can settle their differences without arbitration. The parties anticipate that in the ordinary course arbitration would consist of each party presenting its respective case in an hour or less, and that the arbitrator would take approximately 2 hours to decide the dispute, but the arbitrator may alter this guideline in his/her discretion, if appropriate. Appeals from an arbitrator's decision may only be brought if permitted by the Alternative Procedures Dispute Resolution Act ("APDRA"), as it may be amended from time to time. The Arbitrator shall be agreed upon by the parties, and if no agreement may be had, the arbitrator shall be a person free from disabling conflicts within the meaning of the APDRA and be chosen by the Executive Director of the Community Association's Institute, New Jersey Chapter (www.cainj.org). Arbitration is initiated by letter to the opposing party/person, by certified mail return receipt requested, notifying appropriate parties as described in Paragraph 26 below. There shall be no withholding of payment of assessments, based upon dissatisfaction with services provided, or otherwise. Nothing herein shall prevent either party from applying to a Court of competent jurisdiction for injunctive

relief, meeting the applicable standards for obtaining restraints, or from pursuing collection actions, consistent with Paragraph 4 herein.

22. This Agreement constitutes the entire and complete understanding and agreement between the Parties hereto concerning the matters set forth herein, and there are no understandings and agreements, oral or otherwise, that are not reflected herein. This Agreement may not be clarified, modified, changed or amended except in a writing signed by each of the parties which would be affected by such clarification, modification, change or amendment.
23. Each party to this Agreement was represented by counsel and this Agreement was negotiated by counsel. Each party and counsel for each of the parties to this Agreement have reviewed this Agreement and have participated in its drafting and, accordingly, no party shall attempt to invoke the rule of construction to the effect that ambiguities, if any, are to be resolved against the drafting party.
24. If any provision of this Agreement, or the application thereof to any person or circumstance, is invalid or unenforceable in any jurisdiction, a substitute and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable in such jurisdiction, the intent and purpose of the invalid or unenforceable provision.
25. Waiver of any term or condition of this Agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.
26. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the doctrine of conflicts of law.
27. With respect to this Agreement, notices shall be sent in writing by regular and certified mail to:
 - a. With respect to the LAC:
 - i. Lake Arrowhead Club - P.O. Box 450, Denville, New Jersey 07834;
 - ii. With a copy to:

Mark Brancato, Esq. McHugh and Brancato, LLP 421 West
Main Street, Boonton, New Jersey 07005; and

Eileen McCarthy Born, Esq. Dolan and Dolan, P.O.Box D,
Newton, N.J. 07860

- b. With respect to the Plaintiffs:
 - i. To the individual Plaintiff at the address listed for him/her below; and
 - ii. With a copy to:

Richard Beilin, Esq. of Wacks, DeBona, Beilin and Weber, 55
Madison Avenue, Suite 320 (a), Morristown, New Jersey 07960.

28. This agreement shall be binding upon the Parties, their successors and assigns.

29. This Agreement may be executed in counterparts. The Agreement between each respective Plaintiff and the LAC will be considered final once that Plaintiff and the LAC have both signed, so that if not all Plaintiffs listed in the Agreement have signed, there will nevertheless be an agreement between the LAC and any Plaintiff who signs.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

LAKE ARROWHEAD CLUB

By: *Seth Yen Johnson*
Name Printed: SETH YEN JOHNSON
Title: PRESIDENT, LAC BOARD OF TRUSTEES

PLAINTIFFS:

Steven Monetti
14 Crestwood Drive,
Mountain Lakes, NJ 07046

Catherine Monetti
14 Crestwood Drive,
Mountain Lakes, NJ 07046

David Wien
(former owner of) 35 Laurelwood Dr.
Mountain Lakes, NJ 07046

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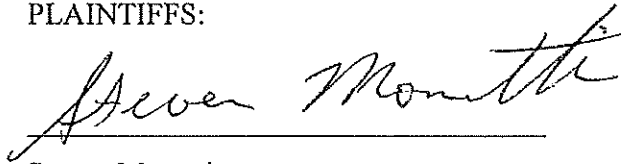
LAKE ARROWHEAD CLUB

By: _____

Name Printed: _____

Title: _____

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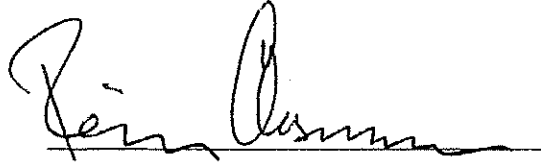
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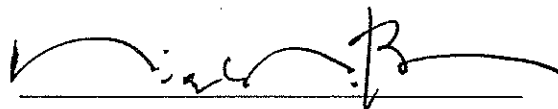
Rein Aasma
20 Lakewood Dr.
Mountain Lakes, NJ 07046

Bruce Blinder
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Denville, New Jersey 07834

Janice Blinder
8 Walnut Street
Denville, New Jersey 07834

Bruce Blinder
56 Lakewood Drive
Mountain Lakes, NJ 07046

Janice Blinder
56 Lakewood Drive
Mountain Lakes, NJ 07046



Michael Bruce
23 Crestwood Drive
Mountain Lakes, NJ 07046

Rein Aasmaa
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Mountain Lakes, NJ 07046

R. Bruce Blinder
8 Walnut Street,
Denville, New Jersey 07834

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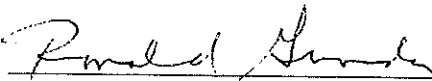
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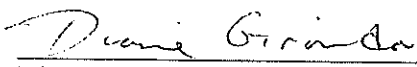
Janice Blinder

Michael Bruce
23 Crestwood Drive
Mountain Lakes, NJ 07046

David George
48 Rainbow Trail
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Marlis George
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Ronald Gironda
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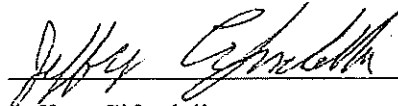
Elizabeth Haessig
44 Rainbow Trail
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1 Laurelwood Drive
Mountain Lakes, NJ 07046

Susan Jones
47 Rainbow Trail
Mountain Lakes, NJ 07046


Michael N. Bruce, EXECUTOR

Estate of LVB (Please identify party and authorized signatory)
23 Crestwood Drive
Mountain Lakes, NJ 07045



Jeffrey Cifrodella
27 Woodland Avenue
Denville, NJ 07834

Jennifer Cifrodella
27 Woodland Avenue
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Jenny Ellison
2 Lakewood Drive
Mountain Lakes, NJ 07046



Andreas Eulig
8 Pinewood Land
Mountain Lakes, NJ 07046



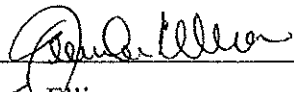
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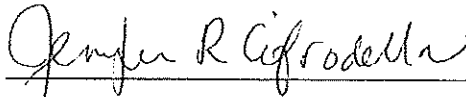
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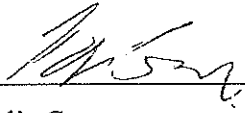
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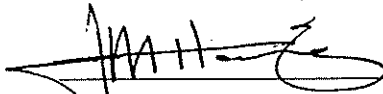
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Marlis George
48 Rainbow Trail
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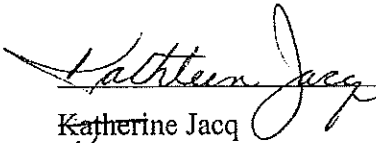
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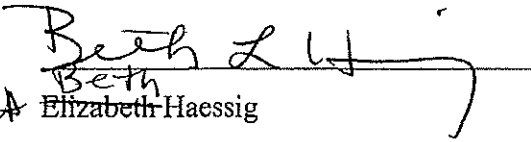
Katherine Jacq
~~KATHLEEN~~
1 Laurelwood Drive
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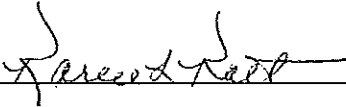
James Haessig
44 Rainbow Trail
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RIA 
~~Beth~~
Elizabeth Haessig
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1 Laurelwood Drive
Mountain Lakes, NJ 07046

Susan Jones
47 Rainbow Trail
Mountain Lakes, NJ 07046


Hunt Jones
47 Rainbow Trail
Mountain Lakes, NJ 07046



Karen Katt
26 Lakewood Drive
Denville, NJ 07834

NOT A PLAINTIFF

~~Robert Gieza
26 Lakewood Drive
Denville, NJ 07834~~



Jeffrey Kaufmann
50 Rainbow Trail
Mountain Lakes, NJ 07046

Randi Kaufmann
50 Rainbow Trail
Mountain Lakes, NJ 07046

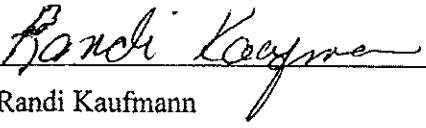
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Randi Kaufmann
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Susan R Jones

Susan Jones
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Huntington HC Jones

Hunt Jones
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Randi Kaufmann
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Paul Odenwelder

Paul Odenwelder
6 Pinewood Lane
Mountain Lakes, NJ 07046

Jorge Rodriguez

Jorge Rodriguez
32 Lakewood Drive
Mountain Lakes, NJ 07834

Edel Thomas

Edel Thomas
32 Lakewood Drive
Mountain Lakes, NJ 07834

Angela Russo

Angela Russo
20 Crestwood Drive.
Mountain Lakes, NJ 07046

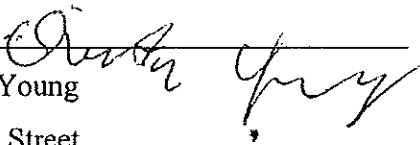
David Young

David Young
9 Woodland Avenue
Denville, NJ 07834

David Young

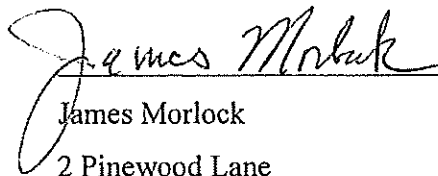
Estate of Robin Young


By: HER HUSBAND ~~Executor~~ DAVID YOUNG
9 Woodland Avenue
Denville, NJ 07834


Overton Young
9 Walnut Street
Denville, NJ 07834

Joan Coccoziello
39 Woodland Avenue
Denville, NJ 07834

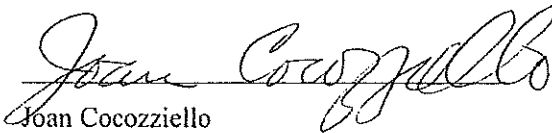
Joseph Littlefeather Coccoziello
39 Woodland Avenue
Denville, NJ 07834


James Morlock
2 Pinewood Lane
Mountain Lakes, NJ 07046

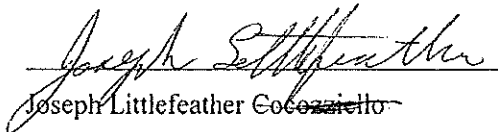

Lois Morlock
2 Pinewood Lane
Mountain Lakes, NJ 07046

Estate of Bonnie Rathgeber McGhee
(Identify Executor or Administrator)
9 Pinewood Lane
Mountain Lakes, NJ 07046

Overton Young
9 Walnut Street
Denville, NJ 07834



Joan Cocozziello
39 Woodland Avenue
Denville, NJ 07834



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39 Woodland Avenue
Denville, NJ 07834

James Morlock
2 Pinewood Lane
Mountain Lakes, NJ 07046

Lois Morlock
2 Pinewood Lane
Mountain Lakes, NJ 07046

Estate of Bonnie Rathgeber McGhee
(Identify Executor or Administrator)
9 Pinewood Lane
Mountain Lakes, NJ 07046



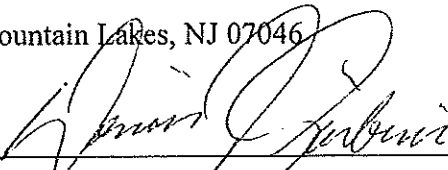
Steven P. Castellucci
2 Laurelwood Drive
Mountain Lakes, NJ 07046

Linda M. Castellucci
2 Laurelwood Drive
Mountain Lakes, NJ 07046

James T. Gill
45 Laurelwood Drive
Mountain Lakes, NJ 07046

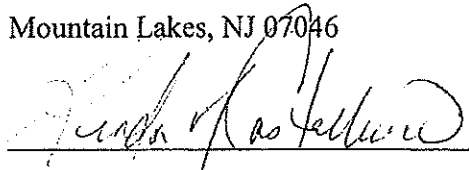
Maura Gill
45 Laurelwood Drive
Mountain Lakes, NJ 07046

Ellen Foppes
29 Rainbow Trail
Mountain Lakes, NJ 07046



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Denville, NJ 07834

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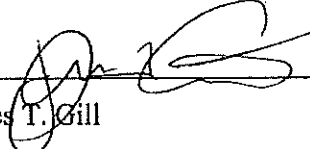
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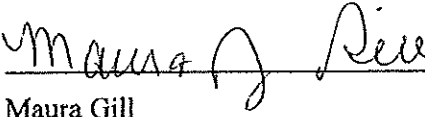
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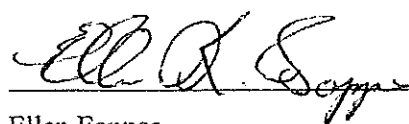
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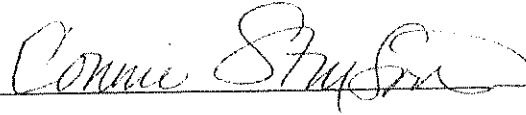


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Diane S. Garbini
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Denville, NJ 07834

Patrick Stinson
10 Lakewood Drive
Mountain Lakes, NJ 07834

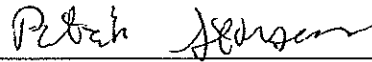


Connie Stinson
10 Lakewood Drive
Mountain Lakes, NJ 07834

Richard H. Beilin, Esq.
(as to Paragraph 20 only)

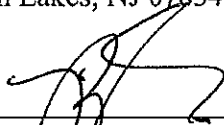
Robert C. Griffin, Esq.
(as to Paragraph 20 only)

Diane S. Garbini
10 Woodland Avenue
Denville, NJ 07834

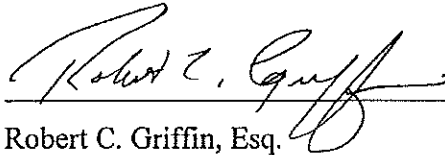


Patrick Stinson
10 Lakewood Drive
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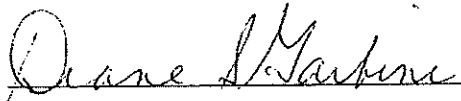
Connie Stinson
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Richard H. Bellin, Esq.
(as to Paragraph 20 only)



Robert C. Griffin, Esq.
(as to Paragraph 20 only)



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Denville, NJ 07834

Patrick Stinson

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Connie Stinson

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Mountain Lakes, NJ 07834

Richard H. Beilin, Esq.

(as to Paragraph 20 only)

Robert C. Griffin, Esq.

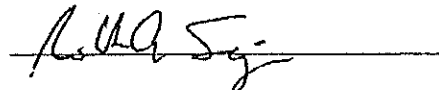
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LAKE ARROWHEAD CLUB, CORPORATE ACKNOWLEDGEMENT

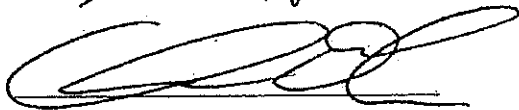
STATE OF NEW JERSEY }
 } SS
COUNTY OF MORRIS }

I certify that on APRIL 3RD, 2017, personally came before me Robert Seijas, the Corporate Secretary, and this person acknowledged under oath, to my satisfaction, that:

- (a) Seth Johnson is the President of the Board of Trustees of the Corporation named in this document;
- (b) this person, the Corporate Secretary, is the attesting witness to the signing of this document by Seth Johnson, the proper corporate officer who is the President of the Corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by the proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the Corporation which was affixed to this document; and
- (e) this person signed this proof to attest the truth of these facts.


Robert Seijas, Corporate Secretary

Signed and sworn to Before me:
This 3rd day of April, 2017.


Attorney at Law